

April 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONSULTANT SERVICES AGREEMENT WITH GALE FELDMAN FOR THE
FAMILY VIOLENCE STRATEGIC PLANNING PROJECT**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and delegate authority to the Director of Health Services, or his designee, to execute an agreement, Exhibit I, with Gale Feldman for the provision of consultant services to develop the Family Violence and Prevention Strategic Plan in an amount not to exceed \$20,000, fully funded by the State Department of Health Services (SDHS), effective upon Board approval through June 30, 2004.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is delegating authority to the Director of Health Services, or his designee, to enter into an agreement with Gale Feldman for the provision of consultant services to develop the Family Violence and Prevention Strategic Plan that will address intimate partner violence prevention and intervention by the Department of Health Services (DHS). Ms. Feldman will develop a five-year plan, which includes implementation protocols, procedures, and activities addressing intimate partner violence (IPV) for DHS staff, clients, and patient population in accordance with the goals of the SDHS grant award.

Ms. Feldman is a public health and community development professional with over thirteen years experience in management, strategic planning, needs assessment, program development and evaluation. Implementation of the strategic plan will ensure that policies, procedures, screening diagnosis, treatment, reporting, prevention and intervention are integrated into all facets of the program and services provided by the Department.

FISCAL IMPACT/FINANCING:

The total cost of the consultant services agreement with Gale Feldman is \$20,000, at a cost of \$4,000 for Fiscal Year (FY) 2002-03 and \$16,000 for FY 2003-04. The Gale Feldman agreement is fully funded by the SDHS Standard Agreement No. 02-25379. Funding will be included in the FY 2003-04 Proposed Budget. There is no net County cost associated with this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On January 29, 2002, in response to a Request for Application from the State, DHS Injury and Violence Prevention Program (IVPP) submitted a proposal to conduct a Strategic Planning Project to address family violence.

On June 21, 2002, DHS received Standard Agreement No. 02-25379 from the State in the amount of \$40,000 to develop a comprehensive five-year Family Violence Prevention Strategic Plan. The goal of the agreement is to reduce the risk of injury disability and death among women, the physical and psychological trauma of children, and the disruption of families resulting from domestic violence, for the period of July 1, 2002 through September 30, 2003.

On October 15, 2002, the Board accepted the funding and approved the SDHS Standard Agreement to enable the Department's IVPP to conduct a Strategic Planning Project to address family violence and determine the role DHS should play in preventing family and domestic violence. The SDHS Agreement included funding for the selection of a consultant with expertise in the field of intimate partner violence.

Under the Statement of Work (Exhibit A), the consultant will: 1) establish an Internal Work Group for Los Angeles County DHS Family Violence Prevention Strategic Planning Project; 2) produce a summary of internal policies, practice, protocols and procedures related to IPV screening, reporting, and data collection; 3) establish a Los Angeles County DHS Family Violence Prevention Strategic Planning Coalition; and 4) create a five year comprehensive Los Angeles County DHS Family Violence Prevention Strategic Plan with goals, objectives, strategies, timelines, and evaluation plans.

The DHS System Redesign will not impact this action since the program is entirely funded by SDHS funds.

Attachment A provides additional information.

County Counsel has reviewed and approved the Standard Agreement as to form.

CONTRACTING PROCESS:

On April 30, 2002, the DHS IVPP sought to obtain the services of a consultant with the expertise required to develop the Family Violence and Prevention Strategic Plan in accordance with the grant award. The IVPP publicized the release of the Request for Bids (RFB) through mailing notices, e-mail list serve broadcast, several newsletters, and telephone contacts with approximately 900 members of the Violence Prevention Coalition of Greater Los Angeles. Five (5) agencies (Domestic Violence Council, Los Angeles Commission on Assaults Against Women, Domestic Violence Death Review Team, State Department of Health Services, and the Long Beach City Health Department) responded and each identified a prospective bidder with the knowledge and expertise required by IVPP.

On June 12, 2002, IVPP mailed a Request for Bid (RFB) to each of the identified individuals. The requirements in the RFB were as follows:

- Expert in the area of strategic planning
- Experience in the field of family violence prevention
- Knowledge of diverse communities and community based organizations within Los Angeles County
- Excellent speaking, writing, and analytical skills
- Master's degree, in Public Health (preferred) or relevant field

Two candidates responded to the RFB within the specified time frame. IVPP reviewed the two applications and conducted oral interviews on August 30, 2002 and September 4, 2002.

Ms. Feldman ranked the highest and demonstrated the required knowledge, background, and expertise needed to accomplish the program objectives. In addition, Ms. Feldman was selected without regard to race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the consultant services agreement will enable DHS to develop the Family Violence Prevention Strategic Plan.

The Honorable Board of Supervisors
April 3, 2003
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When approved, this Department requires four signed copies of the Board' s action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLET/BLCD2732FELDMAN.LM.WPD

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Consultant services to develop the Family Violence and Prevention Strategic Plan Project.

2. AGENCY ADDRESS AND CONTACT PERSON:

Ms. Gale Feldman
1015 3rd Street, #25
Santa Monica, California 90403
Telephone: (310) 869-1662
Fax: (208) 247-2860

3. TERM OF AGREEMENT:

Board approval through June 30, 2004.

4. FINANCIAL INFORMATION:

The total cost of this agreement is \$20,000 at a cost of \$4,000 for FY 2002-03 and \$16,000 for FY 2003-04 and is fully funded by the SDHS, Standard Agreement No. 02-25379. Funding will be included in the FY 2003-04 Proposed Budget. There is no net County cost associated with this agreement.

5. GEOGRAPHIC AREAS TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR PROGRAM EVALUATION:

Billie Weiss, M.P.H., Director, Injury and Violence Prevention Program

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Robert E. Ragland, Deputy County Counsel

DEPARTMENT OF HEALTH SERVICES
FAMILY VIOLENCE STRATEGIC PLANNING PROJECT
CONSULTANT SERVICES AGREEMENT WITH
GALE FELDMAN

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Contract No. _____

**FAMILY VIOLENCE STRATEGIC PLANNING PROJECT
CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is entered into this _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and GALE FELDMAN (hereafter
"Contractor").

WHEREAS, County's Department of Health Services (hereafter
"DHS") has established a Family Violence Strategic Planning
Project (hereafter "Project"), whose objective is to reduce the
risk of injury, disability and death among women, the physical
and psychological trauma of children, and the disruption of
families resulting from domestic violence; and

WHEREAS, DHS is recommending Contractor be awarded an
Agreement by County's Board of Supervisors ("Board") to assist
DHS in developing and implementing the Family Violence Prevention
Strategic Plan; and

WHEREAS, Contractor possesses the competence, expertise, and
personnel required to provide such temporary services described
hereunder and has offered its resources to County to carry out
the objectives of the program which are 100% offset by State

funds; and

WHEREAS, Contractor was selected as a result of a Request for Bids (RFB); and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to County's Director of the Department of Health Services or his authorized designee, who, for purposes of this Agreement shall be the Chief Operating Officer of the Department of Health Services.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Agreement Execution
- 1.7 EXHIBIT G - Business Associate Protected Health Information Disclosure Agreement
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

2.0 DEFINITIONS:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Agreement:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into an Agreement/Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Agreement/Contract operations after the Agreement/Contract award.
- 2.4 **County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
- 2.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK:

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT:

- 4.1 The term of this Agreement shall commence on the date of approval by Board and shall continue in full force and effect to, and including, June 30, 2004. This Agreement shall be thereafter automatically renewed on a month-to-month basis for a maximum of six (6) months, subject to the availability of State funding to County. If such State funding is not forthcoming, this Agreement shall terminate June 30, 2004. If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in

part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of **thirty (30) days** written notice to the other party.

4.2 Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DHS at the address herein provided in Exhibit D - County's Administration.

5.0 CONTRACT SUM:

5.1 Upon the effective date of this Agreement through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder shall not exceed Twenty Thousand Dollars (\$20,000).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity or person other than the Contractor,

whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's Project Director's express prior written approval.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, Contractor shall send written notification to Department of Health Services, Public Health, Office of Injury and Violence Prevention Program, at the address herein provided in Exhibit D.

5.4 No Payment for Services Provided Following Expiration/Termination of Agreement: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not

constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 Invoices and Payments:

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule - and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County's Project Director. If the County's Project Director does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement

of Work - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County's Project Director by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Health Services
Public Health
Office of Injury and Violence Prevention
Program (IVPP)
550 South Vermont Avenue, Suite 403
Los Angeles, CA 90020
Attention: Billie Weiss
Director, Office of IVPP

5.5.6 County Approval of Invoices: All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance

will such approval take more than two (2) weeks from receipt of properly prepared invoices by County.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY:

County Administration

_____A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit D - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met;
- making changes in the terms and conditions of this Agreement in accordance with Sub-paragraph 8.3, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager

include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR:

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the County's Project Director in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be

responsible for Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County's Project Director has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to County approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the

body.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during the term of this Agreement, the County may require that all Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.5 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. The Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit F1. The Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, ad Copyright Assignment Agreement", Exhibit F2.

8.0 TERMS AND CONDITIONS:

8.1 ACCESS:

For the performance of services hereunder by Contractor and only for the purposes of such services, County shall provide Contractor and its personnel with reasonable access to County premises.

8.2 ASSIGNMENT AND DELEGATION:

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of the Director. Any

unapproved assignment or delegation shall be null and void. Any payments by DHS to any approved delegate or assignee on any claim under this Agreement shall be deductible, at DHS' sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DHS' express prior written approval, may result in the termination of this Agreement.

8.3 CHANGE NOTICES AND AMENDMENTS:

8.3.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by DHS.

8.3.2 For any change which affects the scope of work,

term, Contract Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Director.

8.3.3 The Board or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provision as required by the Board or Chief Administrative Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by DHS.

8.4 COMPLIANCE WITH APPLICABLE LAW:

8.4.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.5 COMPLIANCE WITH CIVIL RIGHTS LAWS:

The Contractor hereby assures that it will comply with

Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.6 CONFLICT OF INTEREST:

8.6.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing

evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.6.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.7 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to

perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.9 CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER
THE HEALTH PORTABILITY ACCOUNTABILITY ACT OF 1996:**

The performance of Contractor's obligation under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit G (Business Associate Protected Health Information Disclosure Agreement). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit G) (hereafter "Business Associated Agreement") by and between Contractor (referred to in Exhibit G as "Business Associate") and County (referred to in Exhibit G as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

**8.10 CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR
DISASTER:**

Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of

this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

8.11 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in

the Agreement, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, DHS will notify the

Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny,

or adopt the proposed decision and
recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors
of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:

The Contractor acknowledges that the County places a
high priority on the enforcement of child support laws
and the apprehension of child support evaders. The
Contractor understands that it is the County's policy
to encourage all County Contractors to voluntarily post
the County's "L.A.'s Most Wanted: Delinquent Parents"
poster in a prominent position at the Contractor's
place of business. The County's Child Support Services
Department will supply the Contractor with the poster
to be used.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has
established a goal of ensuring that all
individuals who benefit financially from the
County through Purchase Order or Contract are in

compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provision of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN:

The County or its agent will evaluate the Contractor's

performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.15 EMPLOYMENT ELIGIBILITY VERIFICATION:

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required

by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.16 FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.3, and received via communications facilities, as legally sufficient evidence that such original signatures have been

affixed to Change Notices and Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.17 FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.18 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

8.18.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may require additional services and pass on to Contractor an increase to the original County

maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Operating Officer of Health Services. If monies are reduced from Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County.

Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten (10%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer.

8.18.2 Any other funding increase or decrease to the County maximum obligation under this Agreement shall be affected only by a formal amendment pursuant to the TERMS OF CONTRACT Paragraph in this Agreement.

8.19 GOVERNING LAW, JURISDICTION, AND VENUE:

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. The Contractor agrees and consents to the exclusion jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.20 INDEPENDENT CONTRACTOR STATUS:

8.20.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The

County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.20.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and

Copyright Assignment Agreement", Exhibit F1.

The Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit F2.

8.21 INDEMNIFICATION:

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.22 GENERAL INSURANCE REQUIREMENTS:

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not

contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.22.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County/Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attention: Leona Martinez

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement.
- Clearly the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its

officials, officers and employees as insureds for all activities arising from this Agreement; and

- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.22.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.22.3 Failure to Maintain Coverage: Failure by

the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.22.4 Notification of Incidents, Claims or Suits:

Contractor shall report to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be

made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

8.22.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the

County.

8.22.6 Insurance Coverage Requirements for

Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.23 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES:

Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the

operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder, Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Health Services at any time during the term of this Agreement.

8.24 INSURANCE COVERAGE REQUIREMENTS:

8.24.1 General Liability insurance written on ISO

policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate: \$1 million

8.24.2 Automobile Liability written on ISO policy form

CA 00 01 or its equivalent with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

8.25.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.25.2 The Contractor shall certify to, and comply with the provisions of Exhibit C - Contractor's EEO Certification.

8.25.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.25.4 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no

person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.25.5 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.25 when so requested by the County.

8.25.6 If the County finds that any provisions of this Sub-paragraph 8.25 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California

Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.25.7 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.26 NON EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor.

This Agreement shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.27 NOTICE OF DELAYS:

Except as otherwise provided under this Agreement, when

either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.28 NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or his designee shall resolve it.

8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice No. 1015.

8.30 NOTICES:

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D, County's Administration, and E, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.31 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.32 PUBLIC RECORDS ACT:

8.32.1 Any documents submitted by Contractor. All

information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.34 - Record Retention and Inspection/Audit Settlement of this Agreement. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.32.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend

and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.33 PUBLICITY:

8.33.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements press releases, feature articles, or other materials using the name of the County without the prior written consent of the

County's Project Director. The County shall not unreasonably withhold written consent.

8.33.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.33 shall apply.

8.34 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by

the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.34.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The County shall make a reasonable effort to maintain the

confidentiality of such audit report(s).

8.34.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.34 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.34.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the

Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.35 RECYCLED BOND PAPER:

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.36 REPORTS:

Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however, may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting.

8.37 RETURN OF COUNTY MATERIALS:

At expiration or earlier termination of this Agreement,

Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

8.38 RULES AND REGULATIONS:

During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.39 SAFELY SURRENDERED BABY LAW:

8.39.1 Notice to Employees Regarding the Safely

Surrendered Baby Law: The Contractor shall

notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39.2 Contractor's Acknowledgment of County's

Commitment to the Safely Surrendered Baby Law:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family

Services will supply the Contractor with the poster to be used.

8.40 SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

8.41 STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or other person under the Contractor's control, performs

services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

8.42 SUBCONTRACTING:

8.42.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the** County's Project Director. Any attempt by the Contractor to subcontract without the prior consent of the County's Project Director may be deemed a material breach of this Agreement.

8.42.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's Project Director's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract;
and
- Other pertinent information and/or certifications requested by the County.

8.42.3 The Contractor shall indemnify and hold the

County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.42.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's Project Director's approval of the Contractor's proposed subcontract.

8.42.5 The County's Project Director's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.42.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.42.7 The Contractor shall be solely liable and responsible for all payments or other

compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.42.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County/Department of Health
Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attention: Leona Martinez

**8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD
SUPPORT COMPLIANCE:**

Failure of the Contractor to maintain compliance with the requirements set for in Sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the

County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Agreement pursuant to Sub-paragraph 8.45 - Termination for Default.

8.44 TERMINATION FOR CONVENIENCE:

8.44.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.44.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice,

and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.44.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.34, Record Retention & Inspection/Audit Settlement.

8.45 TERMINATION FOR DEFAULT:

8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of

performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.45.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.45.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.45.3 Except with respect to defaults of any subcontractor, the Contractor shall not be

liable for any such excess costs of the type identified in Sub-paragraph 8.45.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to

perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.45.3, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

8.45.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.45, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.45, or that the default was excusable under the provisions of Sub-paragraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Sub-paragraph 8.44 - Termination for Convenience.

8.45.5 In the event the County terminates this Agreement in its entirety due to the Contractor's default as provided in Sub-

paragraph 8.45.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.45.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee,

deducted from any amounts due to the Contractor by the County, whether under the Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.21 - Indemnification.

8.45.6 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

8.46 TERMINATION FOR IMPROPER CONSIDERATION:

8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the

intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.46.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.47 TERMINATION FOR INSOLVENCY:

8.47.1 The County may terminate this Agreement forthwith in event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.47.2 The rights and remedies of the County provided in this Sub-paragraph 8.47 shall not be

exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

8.48 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE:

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may at its sole discretion, immediately terminate or suspend this Agreement.

8.49 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County's Budget for each such

fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.50 UNLAWFUL SOLICITATION:

Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.51 VALIDITY:

If any provision of this Agreement or the application

thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.52 WAIVER:

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 WARRANTY AGAINST CONTINGENT FEES:

8.53.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of

securing business.

8.53.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

GALE FELDMAN
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

AGRECD2740Feldman.LM
4/16/03

CONSULTANT SERVICES AGREEMENT WITH GALE FELDMAN

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PRICING SCHEDULE

Effective Date of Board Approval through June 30, 2004
 Family Violence Prevention Strategic Planning Project (FVPSPPP)
 Independent Consultant Services Agreement

MEASURABLE OBJECTIVE SOW NO.	SOW ITEM NO.	ACTIVITY/DELIVERABLE	PAYABLE AMOUNT
1. Establish an Internal Work Group for Los Angeles County DHS Family Violence Prevention Strategic Planning Project	1.4	Obtain written approval from County accepting "plan for planning" report	\$4,000
2. Produce a Summary of Internal Assessment of policies, practice and procedures related to IPV screening, reporting, and data collection	2.6	Provide Program Office with report on the progress, accomplishment, and related activities Report #1	\$1,000
	2.6. 1	Report # 2	\$1,000
	2.6.2	Report # 3	\$1,000
	2.6.3	Report # 4	\$1,000
	2.6.4	Report # 5	\$1,000
	2.6.5	Report # 6	\$1,000
	2.6.6	Report # 7	\$1,000
	2.6.7	Report # 8	\$1,000
	2.6.8	Report # 9	\$1,000
	2.6.9	Report # 10	\$1,000
	2.6.10	Report # 11	\$1,000
3. Establish the Los Angeles County DHS Family Violence Prevention Strategic Planning Coalition	3.4	Provide Program Office Summary of Internal Assessment Report for review and approval	\$1,000
TOTAL			\$16, 000

FINAL PAYMENT:

A final payment of \$4,000 for SOW 4.0, shall be made upon acceptance of the outcome objectives and completion of implementation plan.

3/13/03:lm

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

F2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONSULTANT SERVICES AGREEMENT WITH GALE FELDMAN

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONSULTANT SERVICES AGREEMENT WITH GALE FELDMAN

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT**

This Business Associate Protected Health Information Disclosure Agreement (hereafter "Business Associate Agreement") is by and between the County of Los Angeles (hereafter "Covered Entity") and Contractor (hereafter "Business Associate").

RECITALS

WHEREAS, the parties have executed an agreement, including all amendments thereto, whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those services (hereafter "Agreement");

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (hereafter "HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations");

WHEREAS, the Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS:

A. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

B. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

C. "Protected Health Information" has the same meaning as the term "protected health information" in 45

C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

D. "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative

demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

E. "Services" means all tasks, deliverables, goods, services and/or other work provided by Business Associate pursuant to the Agreement.

F. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

G. Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the Privacy Regulations or in the Agreement, to the extent not inconsistent with the Privacy Regulations.

2. OBLIGATIONS OF BUSINESS ASSOCIATE:

A. Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(1) shall Use and Disclose Protected Health Information as necessary to perform the

Services, and as provided in Paragraphs 2.C., 2.D., 2.E., 2.F., 2.G., 2.H., 4.C. and 5.B. of this Business Associate Agreement;

(2) shall Disclose Protected Health Information to Covered Entity upon request;

(3) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(a) Use Protected Health Information; and

(b) Disclose Protected Health Information if the Disclosure is Required by Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

B. Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

C. Reporting Non-Permitted Use or Disclosure.

Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Business Associate Agreement. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at (213) 240-7908 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report to Covered Entity's Chief Information Privacy Officer, at Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 493, Los Angeles, California 90012, no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

D. Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

E. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate

agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

F. Access to Protected Health Information.

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

G. Amendment of Protected Health Information.

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

H. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

Any accounting provided by Business Associate under this Section 2.H. shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section

2.H., Business Associate shall document the information specified in items (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) days after receipt of request from Covered Entity, information collected in accordance with this Section 2.H. to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4. TERM AND TERMINATION:

A. Term. The term of this Business Associate Agreement shall be the same as the term of the Agreement. Business Associate's obligations under Paragraphs 2.A. (as modified by Section 4.B.), 2.C., 2D., 2.E., 2.F., 2.G., 4.C. and 5.B. shall survive the termination or expiration of this Business Associate

Agreement.

B. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Business Associate Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Business Associate Agreement if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

C. Disposition of Protected Health Information Upon Termination or Expiration.

(1) Except as provided in subparagraph
(2) of this Paragraph 4.C., upon termination for

any reason or expiration of this Business Associate Agreement and the Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5. MISCELLANEOUS:

A. No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

B. Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement as Business Associate.

C. Relationship to Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to a provision of the Agreement, the provision of this Business Associate Agreement shall prevail. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the Agreement.

D. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Regulations means the section as in effect or as

amended.

E. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

F. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB 400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.**

Los Angeles County
Safely
Surrendered
Baby
Hotline



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

**PROJECT WORK PLAN, YEAR ONE
STATEMENT OF WORK
FOR PROJECT CONSULTANT
DOBA – June 30, 2004**

Family Violence Prevention Strategic Planning Project (FVPSP)

The Family Violence Prevention Project Coordinator shall work toward achieving the following goals and objectives. This shall be done by performing the specific implementation activities using the listed methods.

GOAL STATEMENT: To develop ~~the~~ Family Violence Prevention Strategic Plan ~~ning~~ for the **Los Angeles County** -Department of Health Services ~~Los Angeles County~~ and formulate strategic ~~plans and~~ activities to promote family violence prevention ~~over the~~ **in** next 5 years.

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING PROCESS AND/OR OUTCOME OBJECTIVES
1. Establish an Internal Work Group for Los Angeles County DHS Family Violence Prevention Strategic Planning Project.	<p>1. 1. Project consultant shall: provide Injury and Violence Prevention Program (IVPP) with a monthly status report and invoice for work completed and approved by IVPP Director</p> <p>1.1 Develop an Internal Work Group to coordinate the process of strategic planning for DHS from within DHS. The members of this group will</p> <p>a) Choose participants of Internal Work Group including representatives from all eight Service Planning Areas (SPA), hospitals, and clinics</p> <p>b) Contact potential participants of Internal Work Group</p> <p>1.2 Identify information needed for strategic planning including organization history and profile</p> <p>1.3 Draft a mission and vision statement and a “plan for planning”</p> <p>1.4 Identify reasons for planning</p> <p>1.5 Obtain written approval from County IVPP accepting “plan preliminary plan for _____ planning” report</p> <p>Draft a mission and vision statement Develop an Internal Work Group to coordinate the process of strategic planning for DHS</p> <p>_____ a) Choose planning participants of Internal Work Group</p> <p>_____ b) Contact potential participants of Internal Work Group</p>	<p>Monthly from date of Board approval.</p> <p>Within 3 months of Board approval</p> <p>Within 3 months of Board approval</p>	<p>1) Provide the list of planning participants for the Internal Work Group</p> <p>2) Submit draft mission statement and draft a vision statement for review and approval</p> <p>3) Detailed “Plan for planning” report.</p>

	1.6 Identify information needed for strategic planning including organization history and profile		
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Exhibit A
Page 2 of 4

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING PROCESS AND/OR OUTCOME OBJECTIVES
2. Produce a Summary of Internal Assessment of Assessment of policies, practice, protocols and procedures related to Intimate Partner Violence (IPV) screening, and reporting, and data collection.	<p>Pro 2. Project consultant shall:</p> <p>2.1 Gather data input about current program, procedures, protocols and policy-effectiveness implementation</p> <p>from representatives from health care facilities across Los Angeles County to discuss current policies and procedures on IPV</p> <p>1.2. Identify data, record keeping, programs, -, reporting protocols and procedures.</p> <p>a) a) Current and potential capacity of the health department in IPV prevention activities</p> <p>2.3. Assess the level of implementation of current policies and procedures and monitoring system within the Department facility</p> <p>2.4. Identify strengths and weaknesses, areas of improvement, personal and institutional barriers to proper screening, detection, and reporting for - IPV</p> <p>2.5. Describe the local problems of IPV and identify unmet needs specific to Service delivery areas and populations</p> <p>1.6 Provide Program Office with report # 1, on the progress, accomplishment, and related activities.</p> <p>2.6.1- 2.6.10</p> <p>Provide Program Office with reports # 2 through #11, on the progress, accomplishment, and related activities.</p>	<p>Ongoing</p> <p>Provide monthly reports and invoices.</p> <p>Within Ongoing - Monthly</p>	<p>Summary of Internal Assessment which shall include:</p> <p>1) A list of critical issues and a bibliography of information to support choosing priorities and strategies</p> <p>2) A list of future priorities, long-range goals, and specific objectives.</p> <p>The Internal Working Group accepts a report of current Departmental policies, procedures, and protocols. Compliance with mandated reporting is outlined, and documented.</p> <p>Approval of monthly reports by IVPP.</p> <p>Reports accepted, and approved by IVPP.</p>

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MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING PROCESS AND/OR OUTCOME OBJECTIVES
2. Establish the Los Angeles County DHS Family Violence Prevention Strategic Planning Coalition.	<p>3. Project consultant shall:</p> <p>3.1. Help With input from Internal Work Group, to identify and develop a list of individuals from with expertise in IPV from law enforcement, IPV advocates, domestic violence shelters, the clergy, researchers, and health care providers. various sectors of health care— providers across the Los Angeles County DHS including representatives from all eight Service Planning Areas (SPA), hospitals, and clinics</p> <p>3.2. Help Internal Work Group to make individual contacts to potential members by phone, emails, and/or mail</p> <p>3.3. Coordinate, and facilitate Assist with coordinating the first meeting and setting the agenda for Los Angeles County DHS Family Violence Prevention Strategic Planning Coalition. The first meeting agenda shall include: Current and potential capacity of the health department in IPV prevention activities</p> <p>a) Role of the health department in family violence prevention</p> <p>b) Long-term goals, measurable health objectives and directions for collaborative family violence prevention strategic plan</p> <p>A governance structure, subcommittees and working groups meeting timelines and desired outcomes described.</p> <p>3.4</p> <p>c) . Present Summary of Internal Assessment Report</p>	<p>Within 3 months</p> <p>Ongoing, first meeting held within 6 months of Board Approval of contract. Minutes provided within 2 weeks of first meeting.</p>	<p>Selected list approved by IVPP</p> <p>Letters, sent, meeting held, sign in sheet from meeting, and meeting minutes included with monthly report.</p> <p>Report accepted and approved by IVPP</p>

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING PROCESS AND/OR OUTCOME OBJECTIVES
4. Upon Board approval, create a five year comprehensive Los Angeles County DHS Family Violence Prevention Strategic Plan with goals, objectives, strategies, timelines, and evaluation plans.	<p>4. Project consultant shall:</p> <p>Help with convening the second Coalition meeting to discuss constructive ways to identify various strategic plan activities in the community; conduct a systematic review of scientific literature of family violence prevention interventions; assist in redefining goals and objectives; to clarify future directions; and to develop evaluation methods</p> <p>4.2. Help Provide an opportunity for Coalition members in creating a mechanism to share resources and information on current practices, issues, available services, and updated legislation and laws regarding IPV victims in health care settings</p> <p>4.3. Assist Coalition in developing strategies to effectively collect data and monitor the quality and level of policy implementation</p> <p>4.4. Assist with the strategic plan marketing to promote community action</p>	Within 15 months of Board approval	<p>An evaluation of the strategic planning process and an ongoing assessment of the strategic and operating plans</p> <p>Five year comprehensive LAC DHS Family Violence Prevention Strategic Plan</p> <p>A strategic plan which includes:</p> <ol style="list-style-type: none"> 1) Analysis of Strengths, Weaknesses, Opportunities, and Threats (SWOT) 2) Criteria for setting priorities 3) Future core strategies 4) Summary of the scope and scale of programs 5) Goals and objectives 6) Long range financial projections